



REQUEST FOR QUALIFICATIONS

Solid Waste Collection Services RFQ No. 2013-14—9500-00-008

**DEADLINE FOR ADDITIONAL INFORMATION & CLARIFICATION
FRIDAY, AUGUST 22, 2014 @ 2:00 PM**

**DEADLINE FOR RESPONSE SUBMISSION
FRIDAY, SEPTEMBER 5, 2014 @ 11:00 AM**

AT

CITY OF HIALEAH
OFFICE OF THE CITY CLERK
CITY HALL, 3RD FLOOR
501 PALM AVENUE
HIALEAH, FL 33010 - 4719

Each Bidder is solely responsible for ensuring that it submits its response to this Request for Qualifications at the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Copies of this RFQ Document may be obtained by contacting Angel Ayala, the Acting Director of the Purchasing Department, at AAyala@Hialeahfl.gov.

Contact Person: Angel Ayala, Acting Purchasing Director
Email: AAyala@Hialeahfl.gov | Phone: (305) 883-5988 | Fax: (305) 883-5871

CITY OF HIALEAH
ADVERTISEMENT
and
REQUEST FOR QUALIFICATIONS

The City of Hialeah ("City") is issuing a Request for Qualifications ("RFQ" or "Solicitation") because the City wishes to receive Statements of Qualifications ("SOQs") from companies that are willing and qualified to provide solid waste collection services to the City. All such companies should submit their SOQs to the City in compliance with the requirements in the RFQ. Companies that are deemed to be qualified pursuant to the RFQ will be allowed to submit proposals in response to a Request for Proposals ("RFP") that the City intends to issue in the near future. The City does not intend to accept proposals from companies that are not deemed to be qualified under the RFQ.

Sealed SOQs submitted in response to this Request for Qualifications for Solid Waste Collection Services will only be received by the City Clerk of the City of Hialeah, in the City Clerk's office on the 3rd Floor of City Hall (located at 501 Palm Avenue, Hialeah, Florida), **until 11:00 A.M., Tuesday, September 5, 2014**, at which time the submittals will be opened by the City Clerk in the 3rd Floor Conference Room in City Hall, when the Bidders' names will be announced. The SOQs will then be delivered to the Department of Public Works for review and handling. The deadline for submitting written questions, comments, and requests for clarification concerning this RFQ shall be **2:00 P.M. on Friday, August 22, 2014**.

SOLID WASTE COLLECTION SERVICES
RFQ NO. 2013/14-9500-00-008

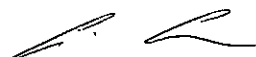
Affidavits, forms and the text of the RFQ may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4th Floor, Hialeah, Florida.

Each SOQ shall be submitted in a sealed envelope. The outside of each sealed envelope must clearly indicate: the name and number of this RFQ (RFQ for Solid Waste Collection Services; RFQ No. 2013-14-9500-00-008); the Bidder's name and address; and the name and telephone number of the Bidder's contact person.

A Bidder may withdraw, modify, or correct a SOQ that has been submitted to the City, but only prior to the deadline for filing a SOQ.

Each Bidder should carefully review the entire RFQ before submitting a SOQ. The RFQ contains a more comprehensive statement of the City's rights and the Bidders' obligations under the RFQ. Among other things, the City reserves its right to: reject any or all SOQ's, with or without cause; waive minor irregularities with regard to the Solicitation requirements and the SOQs received; and ultimately award the City's contract to the Bidder that is deemed to be responsible, responsive, and providing the best overall value to the City.

CITY OF HIALEAH, FLORIDA



Angel Ayala
Acting Purchasing Director

Advertisement Date:
August 5, 2014

The City of Hialeah, Florida (hereinafter referred to as the "City"), is hereby soliciting Statements of Qualification ("SOQ") from all qualified companies that wish to collect the solid waste generated by the City's residents. Any company or other business entity ("Person") wishing to submit a SOQ shall comply with the requirements contained in this Request for Qualifications ("RFQ" or "Solicitation") for Solid Waste Collection Services (RFQ No. 2013-14—9500-00-008

Each SOQ shall be submitted in a sealed envelope. The outside of each sealed envelope must clearly indicate the name and number of this RFQ (RFQ for Solid Waste Collection Services; RFQ No. 2013-14—9500-00-008); the Bidder's name and address; and the name and telephone number of the Bidder's contact Person.

Each SOQ shall be delivered to the City no later than the date and time specified below. SOQs received after said date and time will not be considered. No time extensions will be granted. Each SOQ shall be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City's schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	August 5, 2014	
Deadline for Submittal of Written Questions:	August 22, 2014	2:00 PM
Deadline for Submittal of SOQ:	September 5, 2014	11:00 AM
Evaluation of Responses:	September 2014	
City's Selection of Qualified Vendors:	October 2014	

(The City reserves the right to delay or modify the scheduled dates and will notify Bidders of all changes in scheduled dates.)

Copies of this Solicitation may be obtained from the Purchasing Department.

PRE-BID CONFERENCE

A Pre-Bid Conference will not be held for this RFQ.

ACCEPTANCE AND REJECTION OF BIDS

The City reserves its right to: reject any or all SOQs, with or without cause; waive minor irregularities with regard to the SOQs received; and determine whether the Bidders are responsible, responsive, and qualified.

Please be advised that this RFQ is issued subject to the requirements in the City of Hialeah's Code of Ordinances. Also note that communications with the Mayor, City Council, and City Staff are restricted, as specified in Section 2.5 of this RFQ.

We look forward to your active participation in this Solicitation.

Sincerely,

Angel Ayala

Angel Ayala,
Acting Purchasing Director

Table of Contents

SECTION 1 – BACKGROUND INFORMATION

- 1.1 Introduction
- 1.2 Geography and Demographics
- 1.3 Current Collection Services
 - 1.3.1 Overview
 - 1.3.2 Residential Garbage and Bulky Waste Collection Service
 - 1.3.3 Residential Recyclables Collection Service
 - 1.3.4 Commercial Collection Service
- 1.4 Proposed Collection Services
 - 1.4.1 Residential Garbage Collection Service
 - 1.4.2 Residential Bulky Waste Collection Service
 - 1.4.3 Recyclables Collection Services
 - 1.4.4 Commercial Collection Services
 - 1.4.5 Equipment Yard and Mulching Operations
- 1.5 Proposed Method of Billing and Paying for Collection and Disposal Services
- 1.6 Proposed Pricing in RFP
- 1.7 Other Information

SECTION 2 – GENERAL TERMS AND CONDITIONS

- 2.1 RFQ Documents
- 2.2 Mistakes
- 2.3 Addenda to RFQ
- 2.4 Interpretations and Inquiries Regarding RFQ
- 2.5 Communications with the City and Lobbying
- 2.6 No Contingent Fees

- 2.7 Conflict of Interest
- 2.8 Vendor's Non-Collusion Certification
- 2.9 No Assignment or Transfer of SOQ
- 2.10 Compliance with Federal, State and Local Laws
- 2.11 Familiarity with Laws and Ordinances
- 2.12 Equal Opportunity Employment
- 2.13 No Contractual Agreement
- 2.14 Inspection of Vendor's Facilities
- 2.15 Withdrawal or Revision of SOQ Prior to or After Opening
- 2.16 Acceptance or Rejection of SOQs
- 2.17 Grounds for Rejecting SOQs
- 2.18 No Warranty for City Data
- 2.19 Objections to RFQ
- 2.20 Cost of SOQ Preparation
- 2.21 Public Records

SECTION 3 – SPECIAL TERMS AND CONDITIONS

- 3.1 Submittal and Opening of SOQs
- 3.2 Pre-Submittal Conference
- 3.3 Preparation of Statement of Qualifications
- 3.4 SOQ Format
- 3.5 SOQ Description and Minimum Qualifications
 - Chapter 1 – Letter of Interest
 - Chapter 2 – Vendor's Statement of Organization
 - Chapter 3 – Staffing
 - Chapter 4 – Experience
 - Chapter 5 – Available Resources

Chapter 6 – Financial Stability

Chapter 7 – Financial Statement

Chapter 8 – Implementation and Transition Plan

Chapter 9 – Customer Service Procedures

Chapter 10 – Litigation History

Chapter 11 – Bonding Company Commitment

Chapter 12 – Insurance Requirement

Chapter 13 – Criminal Convictions/Environmental Violations

Chapter 14 – Vendor's Non-Collusion Certification

Chapter 15 – Independence Affidavit

Chapter 16 – Drug-Free Workplace Certification

Chapter 17 – Addenda

Chapter 18 – Certification to Accuracy of SOQ

3.6 RFQ Dates -- Solicitation Timetable

3.7 Selection of Qualified Vendors

SECTION 4 – FORMS

4.1 Introduction

Form 1 – Vendor's Statement of Organization

Form 2 -- Staffing

Form 3 – Experience

Form 4 – Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes,
on Public Entity Crimes

Form 5 – Noncollusion Affidavit

Form 6 – Drug-Free Workplace

Form 7 – Acknowledgement of Addenda

Form 8 – Certification to Accuracy of SOQ

SECTION 1 BACKGROUND INFORMATION

1.1 Introduction

The City of Hialeah, Florida (City) is issuing this Request for Qualifications (RFQ) because the City would like to identify companies that are qualified to provide solid waste collection services for the City. If a Bidder is deemed to be qualified during this RFQ process, the Bidder will be allowed to respond to the City's subsequent Request for Proposals (RFP). The City plans to use the RFP process to select the private company (if any) that will be allowed to provide solid waste collection services to the City, pursuant to an exclusive franchise agreement.

This RFQ describes the City's preliminary thoughts about the RFP process and potential changes to the City's solid waste management program. The City reserves its right to revise this RFQ and the RFP in the future.

Section 1 of the City's RFQ provides prospective Bidders with background information concerning the City, its current solid waste management system, the private solid waste collection services that are being considered by the City, and related information.

In this RFQ, the "Successful Proposer" means the company that is selected by the City to provide solid waste collection services for the City. As noted above, the Successful Proposer will be selected during the City's RFP process. When the Successful Proposer signs the franchise agreement with the City and begins to provide collection services for the City, the Successful Proposer will be referred to as the City's "Contractor." A "Bidder" is a vendor that submits a Statement of Qualifications in response to this RFQ.

1.2 Geography and Demographics

The City is the fifth largest municipality in Florida and is located in the northwest portion of Miami-Dade County. The City is approximately 23 square miles in size and it has approximately 434 miles of roadways. In Census 2010, the U.S. Census Bureau reported that: (a) the total City population is 224,667; (b) there are 74,067 housing units in the City; (c) approximately 47% of the housing units are in multifamily buildings; and (d) there are 3.07 persons per household in the City, which is higher than the Florida average of 2.56 persons per household.

In 2004, the City annexed approximately 1,800 acres of land. Between 2000 and 2005, the population of Hialeah declined, but the population increased from 2005 to 2010 by about 3%. The City estimates that the population of Hialeah increased by about 3% from 2010 to the present. The City currently is providing solid waste collection services to approximately 36,500 homes.

1.3 Current Collection Services

1.3.1 Overview

The City of Hialeah, Florida, currently uses its own staff and equipment to collect all of the municipal solid waste generated by the City's residents. The City also uses its own staff and equipment to collect the solid waste generated by some of the businesses located in the City.

The City has an interlocal agreement with Miami-Dade County that requires the City to use the County's facilities for the disposal of the City's residential waste. This agreement will expire in 2015. Pursuant to the City's interlocal agreement, the garbage collected by the City is taken to Waste Management's Medley Landfill, which is approximately six miles from the City. However, the City's bulky yard waste is taken to the City's equipment yard, where the yard waste is processed by the City's staff and converted to mulch.

Over the last several years, the City has been evaluating various options for maximizing the efficiency of the City's solid waste management system. After studying the solid waste management systems used in other communities in Florida, the City has concluded that it wants to further evaluate the possibility of using a private company to collect residential waste for the City, subject to the requirements in an exclusive franchise agreement.

1.3.2 Residential Garbage and Bulky Waste Collection Service

The City currently serves approximately 36,500 single-family homes. Residential garbage is collected two times each week. Garbage is collected from customer-provided containers (e.g., garbage cans) using manual labor.

Garbage collection service is provided by the City on Monday, Tuesday, Thursday and Friday. The City's route boundaries are generally divided north and south. The northern half of the City's residential areas receives garbage collection service on Monday and Thursday; the southern half of the City's residential areas receives garbage collection service on Tuesday and Friday.

Bulky yard trash and other bulky materials are collected once each month. The City is required to collect up to eight (8) cubic yards of bulky waste each month from each customer, but the City generally collects everything that is set out.

1.3.3 Residential Recyclables Collection Service

Recyclable materials are collected from residential customers once every other week (i.e., two times per month). The City's residential recycling program uses carts (typically 96 gallons per cart) and

automated collection equipment. The City delivers the recyclable materials to a processing facility and receives a share of the revenues derived from the sale of the City's recyclables.

1.3.4 Commercial Collection Service

The City provides solid waste collection services to some commercial establishments. The City provides curbside service (using garbage cans) to approximately 540 businesses and the City provides dumpster service to approximately 20 businesses. The rest of the businesses in the City obtain solid waste collection and recycling services from private, licensed companies that are competing in the open market.

1.4 Proposed Collection Services

The City intends to provide its citizens with an excellent level of service, in a manner that is environmentally sound and cost-effective. The City is investigating various options and scenarios so that it can select the combination of services and service providers that are best suited to the City's needs and budget.

1.4.1 Residential Garbage Collection Service

The City is investigating the possibility of using a private company to provide solid waste collection services to the City's residents, pursuant to an exclusive franchise agreement, rather than using the City's staff and equipment to provide such services. The City anticipates that, under the franchise agreement, the City's Contractor will be required to collect residential garbage two times each week.

The City anticipates that it will use this RFQ process, and the subsequent RFP process, to evaluate the possibility of using 96 gallon carts and automated or semi-automated collection vehicles for the collection of residential garbage. The City also will evaluate the possibility of continuing to use garbage cans and manual collection services. If the City elects to change to carts and automated collection vehicles, the City may require the Successful Proposer/Contractor to purchase the carts for the City. If the City decides to use carts for the collection of residential garbage, the Contractor will be required to assemble, distribute, maintain, repair, and replace the carts, as necessary.

The City anticipates that the Successful Proposer/Contractor may be required to purchase the City's garbage collection vehicles.

1.4.2 Residential Bulky Waste Collection Service

If the City decides to use a private company to collect the City's residential solid waste, the City assumes that the City's franchise agreement will require the private Contractor to collect bulky waste from the City's residents. Under such circumstances, the City's residents would continue to receive the present level of service—i.e., once per month collection of bulky waste. The City will require the

Contractor to collect at least eight (8) cubic yards of bulky waste per customer. The City is evaluating whether the Contractor should be required to collect all of the bulky waste that is set out for collection, regardless of the amount. However, the City does not plan to require the Contractor to collect land clearing debris.

The City anticipates that the Successful Proposer/Contractor may be required to purchase the City vehicles that are used to collect bulky waste.

1.4.3 Recyclables Collection Services

The City plans to continue to use the City's staff and equipment to collect recyclable materials from the City's residents. At this time, the City anticipates that this municipal service will continue to be provided by the City's employees, even if garbage and bulky waste are collected by a private company pursuant to an exclusive franchise agreement. Nonetheless, during the RFP process the City may evaluate the cost-effectiveness of using a private company to collect recyclable materials from the City's Residents.

1.4.4 Commercial Collection Services

The City does not plan to grant an exclusive franchise for the collection of the solid waste generated by the City's commercial customers. The City may continue to provide collection services to some or all of the City's commercial customers. In the alternative, the City may allow licensed haulers to compete in the open market for the right to provide collection services to all of the businesses located within the City, including the businesses that currently receive collection service from the City.

1.4.5 Equipment Yard and Mulching Operations

The City intends to require the Successful Proposer/Contractor to lease space at the City's equipment yard and take over the City's mulching operations for large items of yard waste. The Contractor would provide these services, instead of the City's employees. The Contractor will be allowed to sell the mulch and keep any revenues it generates from the mulching operation. The amount of the Contractor's lease payments will be determined by the City and then set forth in the RFP and the franchise agreement.

1.5 Proposed Method of Billing and Paying for Collection and Disposal Services

The City is responsible for billing and collecting payments for the solid waste services that the City provides to the City's residential and commercial customers. The City anticipates that it will continue to be responsible for billing and collecting payments for the City's residential customers, even if a private company provides the collection services to those residential customers. The Successful Proposer/Contractor will be responsible for billing its commercial customers.

The Successful Proposer/Contractor will be required to pay the tipping/disposal fee at the facility designated by the City for the disposal of the City's residential garbage and bulky (non-vegetative) waste. A "disposal allowance" will be established in the franchise agreement. The allowance will be the amount that the City pays each month to the Contractor for the disposal of the City's residential waste. The City anticipates that the disposal allowance will be approximately Eleven Million Dollars (\$11,000,000) per year, which is the amount the City currently pays for disposal. The disposal facility and the amount of the disposal allowance may change after the City's interlocal agreement with the County expires in 2015.

1.6 Proposed Pricing in RFP

The City will use the RFP to obtain prices for various hypothetical scenarios. The City intends to use the pricing information to evaluate the cost effectiveness of different options available to the City. Among other things, the City anticipates requesting prices for: (a) the collection of residential waste using manual labor and garbage cans; (b) the collection of residential waste using automated and/or semi-automated equipment and garbage carts; (c) the collection of bulky waste, subject to a maximum limit of eight (8) cubic yards; and (d) the collection of bulky waste, without any limits on quantity.

1.7 Other Information

The City recognizes that changes to the City's Solid Waste Ordinance may be required to implement the changes that are being contemplated with regard to the City's solid waste management system. If changes to the City's Code are required, the City intends to make such changes before the City executes an exclusive franchise agreement. The City's Solid Waste Ordinance is available on www.municode.com, and can be found in Part II, Chapter 78 Solid Waste, of the City of Hialeah's Code of Ordinances.

The City's route maps are available on the City's website at:

http://www.hialeahfl.gov/index.php?option=com_content&view=article&id=312&Itemid=610&lang=en

SECTION 2

GENERAL TERMS AND CONDITIONS**2.1 RFQ Documents**

This RFQ identifies the documents and forms that a vendor must submit with its Statement of Qualifications (SOQ). All forms and documents must be executed and submitted in sealed envelopes as provided in Section 3 of this RFQ. SOQs not submitted on the prescribed forms or in the prescribed format may be rejected.

2.2 Mistakes

Vendors are expected to carefully examine this RFQ, including the documents, forms, and instructions provided in this RFQ. A vendor's failure to comply with the requirements contained herein shall not form a basis for relief from the vendor's mistakes. Each vendor shall be solely responsible for complying with the requirements contained in this RFQ.

2.3 Addenda to RFQ

The City reserves the right to issue addenda to this RFQ. It is the responsibility of each vendor to ensure that it receives all addenda before the vendor delivers its SOQ to the City.

2.4 Interpretations and Inquiries Regarding RFQ

Each vendor shall immediately notify the City if the vendor identifies any ambiguities or inconsistencies in the requirements in this RFQ.

Any questions or comments concerning the intent, meaning, or interpretation of this RFQ must be submitted in writing to the City no later than the deadline identified in Section 3.6 of this RFQ. Written questions and comments may be delivered by hand, mail, e-mail or fax and must be addressed to:

Luis A. Suarez
Purchasing Supervisor
501 Palm Avenue (4th Floor)
Hialeah, Florida 33010
Facsimile: (305) 883-5871
E-mail: LASuarez@hialeahfl.gov

NO ORAL QUESTIONS WILL BE ACCEPTED BY THE CITY. NO QUESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS.

No person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements by representatives of the City shall not be binding on the City and should not be relied upon by any vendor. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the

RFQ. Any addendum will be furnished by the City to all vendors that register with the City for this RFQ. Only those interpretations of, or changes to, this RFQ that are made in writing and furnished to the vendors by the City may be relied upon.

2.5 Communications with the City and Lobbying

After the advertisement of this RFQ, all communications concerning this RFQ should be directed to the City's Acting Director of the Purchasing Department. Vendors and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Acting Director of Purchasing, to discuss this RFQ. Notwithstanding any other provision of this Section 2.5, the imposition of a cone of silence on this RFQ shall not preclude purchasing staff from obtaining industry comments or performing market research, provided that all communications related thereto with a potential Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting. This cone of silence does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, or public presentations made to the Mayor and City Council during any duly noticed public meeting.

2.6 No Contingent Fees

When a vendor submits its SOQ, the vendor must warrant that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for the vendor, to solicit or secure its qualification through this RFQ, and that the vendor has not paid or agreed to pay to any person a fee, commission, percentage, gift or other consideration contingent upon or resulting from the results of this RFQ.

2.7 Conflict of Interest

In the SOQ, each vendor must disclose the name of any officer, director, agent, or any relative of an officer, director or agent who is an employee or official of the City. Furthermore, all vendors must disclose the name of any City employee or City official who owns, directly or indirectly, an interest of five (5) percent or more in the vendor's firm or any of its branches or subsidiaries.

If the City enters into a franchise agreement with a Successful Proposer/Contractor, the Successful Proposer/Contractor will be required to warrant and confirm that:

"Contractor covenants that no person who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Contractor. The Contractor further covenants that in the performance of this Agreement, no person having a conflict of interest shall be employed by the Contractor. Any

conflict of interest attributable to the Contractor must be disclosed in writing to the City immediately upon discovery.

Contractor is aware of the conflict of interest laws of the City of Hialeah, particularly Hialeah Code, Chapter 26, Article I and II.; Miami-Dade County, Florida, particularly Code of Miami-Dade County, Florida §§ 2-11.1 et seq; and the State of Florida, particularly Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with those provisions."

2.8 Vendor's Non-Collusion Certification

Each vendor submitting a SOQ in response to this RFQ must complete and execute the "Non-Collusion Affidavit of Proposer" form, which is included in Section 4 of this RFQ.

2.9 No Assignment or Transfer of SOQ

A SOQ shall not be assigned or transferred without the express written consent of the City. A vendor that is, or will be, purchased by or merged with another corporate entity during the RFQ process may be disqualified as a result of such transaction. The City shall determine whether a vendor shall be disqualified in such circumstances. A vendor shall immediately notify the City if the vendor, its affiliate (e.g., parent corporation), or a third person files a notice with a regulatory agency concerning the potential sale or acquisition of the vendor, or a controlling interest in the vendor. Failure to provide such notice to the City may result in the vendor being disqualified.

2.10 Compliance with Federal, State and Local Laws

Each vendor shall comply with all provisions of federal, state, and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFQ. The vendor's lack of knowledge about the applicable laws is not a basis for relief from such laws and shall not constitute a defense against the enforcement of such laws.

2.11 Familiarity with Laws and Ordinances

The submission of a SOQ in response to this RFQ shall constitute the vendor's representation that the vendor is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a vendor discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, or regulation, the vendor shall promptly report it in writing to the City's Acting Purchasing Director.

2.12 Equal Opportunity Employment

It is the City's policy to ensure equal opportunity for all and to prohibit discrimination against any employee or applicant for employment based on race, sex, color, creed, national origin, age, or disability. If a vendor is selected to provide services for the City, the vendor shall comply with all federal, state, and local laws applicable to the Contractor's services, specifically including those covering equal opportunity employment, the Americans With Disabilities Act, and all related requirements.

2.13 No Contractual Agreement

This RFQ is designed to identify qualified vendors. The City does not anticipate entering into a contract (e.g., a franchise agreement) until the City receives and evaluates proposals pursuant to a RFP process. The City shall not be obligated to enter into a contract with any vendor pursuant to this RFQ. Further, no action will lie against the City to compel the City to execute any such contract, or to recover from the City any damages, costs, lost profits, or other expenses that a vendor may incur if the City chooses not to sign any contract under this RFQ or the subsequent RFP process. By submitting a SOQ in response to this RFQ, each vendor acknowledges and agrees that no enforceable contractual relationship arises until the City signs a written contract, that no action shall lie to require the City to sign a contract, and that each vendor waives its claims to damages, costs, lost profits, and all other, expenses, if the City does not sign a contract with the vendor.

2.14 Inspection of Vendor's Facilities

The City reserves its right to inspect each vendor's facilities at any reasonable time during normal working hours.

2.15 Withdrawal or Revision of SOQ Prior to or After Opening

A vendor may withdraw, modify, or correct a SOQ that has been submitted to the City, but only prior to the deadline for filing a SOQ. A modification or correction of a SOQ may be made by facsimile or other written communications, provided such modification or correction is received by the Acting Purchasing Director prior to the deadline set for receiving SOQs. No correction to a SOQ will be accepted unless the correction is signed or initialed by the vendor.

2.16 Acceptance or Rejection of SOQs

The City reserves the following rights and options:

- to reject any and all SOQs that fail to comply with the requirements in this RFQ;
- to reject any and all non-responsive SOQs;
- to waive minor irregularities in any SOQ;

- to reject all SOQs, without cause; and
- to issue subsequent requests for new SOQs.

The City may reject SOQs for any reason that the City deems sufficient. Among other things, the City may reject SOQs if: (a) the vendor misstates or conceals any material fact in the SOQ; (b) the SOQ does not strictly conform to the law or the requirements of this RFQ; (c) the SOQ is subject to any conditions or qualifications; (d) a change occurs that makes this RFQ unnecessary for the City.

2.17 Grounds for Rejecting SOQs

SOQs found to be non-responsive shall not be considered. A SOQ may be found to be non-responsive because, among other things, the Bidder: failed to utilize or complete the required forms; failed to provide additional information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting SOQs include, but are not limited to, evidence of: collusion among Bidders; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one SOQ by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Bidder on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Bidder on Miami-Dade County's Debarred Contractor's List. In addition, SOQs will be rejected if the SOQs are not delivered to the City's Purchasing Department on or before the date and time specified for the submittal of the SOQ.

2.18 No Warranty for City Data

The data contained in this RFQ, as well as the data provided by the City's officers, employees, and agents, are provided solely for the vendor's convenience. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFQ or any other document. Vendors shall make no claim against the City because of any data which may prove to be erroneous in any respect. Each vendor shall be solely responsible for conducting its own due diligence investigation and determining all relevant facts.

2.19 Objections to RFQ

By submitting a SOQ, the vendor acknowledges that it has read and understands this RFQ, and fully and voluntarily accepts all of the terms and conditions set forth in this RFQ. Any objections to the terms of this RFQ must be submitted in compliance with the requirements and deadlines in this RFQ, or else such objections shall be deemed to have been waived. The deadline for the submittal of such objections is the same as the deadline for submitting written questions and comments, as described in Section 3.6 of this RFQ.

2.20 Cost of SOQ Preparation

The vendor assumes all risks and expenses associated with the preparation and submittal of a SOQ in response to this RFQ. The City shall not be liable for any expenses incurred by the vendor when responding to this RFQ.

2.21 Public Records

In accordance with Chapter 119 of the Florida Statutes (i.e., the Public Records Law), and except as may be provided by other applicable state and federal law, this RFQ and the responses thereto are in the public domain. All SOQs shall be available for public inspection and copying, except as otherwise provided under applicable law. Each vendor shall identify specifically any information contained in the vendor's SOQ that the vendor considers confidential, proprietary, or otherwise exempt from disclosure under the Public Records Law, and the vendor shall cite the specific section of the law creating the exemption for such information. The City shall have no liability to the vendor for producing or otherwise disclosing the vendor's SOQ or other documents in response to a request under the Public Records Law.

SECTION 3
SPECIAL TERMS AND CONDITIONS

3.1 Submittal and Opening of SOQs

The City is soliciting qualified vendors that wish to provide solid waste collection services to the City's residents, as described in this RFQ. Any vendor wishing to be considered by the City must submit a written Statement of Qualifications (SOQ) demonstrating that they are willing and able to provide all of the labor, equipment, supervision, and other services required in this RFQ. For the purposes of this RFQ, the minimum qualifications for a vendor are set forth in Section 3.5 of this RFQ.

Each SOQ shall be submitted to the office of the City Clerk before the deadline set forth in Section 3.6 of this RFQ. Each SOQ shall be submitted in a sealed envelope or container that is clearly labeled with: the name of this RFQ (RFQ for Solid Waste Collection Services); the number of this RFQ (RFQ No. 2013-14—9500-00-007); the deadline for the submittal of the SOQ; and the vendor's name, address, and contact information.

Vendors are solely responsible for ensuring that their SOQs are delivered to the City Clerk before the deadline for submitting SOQs. SOQs may be delivered in person, by United States Mail, by United Parcel Service, or by private courier service. Any SOQ delivered by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission will be rejected. Any SOQ received after the deadline will be rejected. Any rejected SOQ will be returned unopened to the vendor.

BIDS RECEIVED AFTER THE DEADLINE SPECIFIED IN THE SOLICITATION TIMETABLE (SECTION 3.6) WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Each Bid must be delivered to the City of Hialeah, Office of the City Clerk, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City reserves the right to postpone the date and time for opening SOQs by issuing an addendum.

3.2 Pre-Submittal Conference

A Pre-Submittal Conference will not be held for this RFQ.

As noted in Section 2.4, above, vendors may submit written questions to the City prior to the deadline for the submittal of such questions. The deadline is set forth in Section 3.6, below. The City will prepare written responses to all written questions that are submitted before the applicable deadline. The City's written responses will be issued as an addendum to this RFQ.

As noted above, oral statements by the City's representatives shall not be binding on the City and should not be relied upon by any vendor. Any formal interpretations of this RFQ and any changes to this RFQ shall be

made in the form of a written addendum. Any addendum will be furnished to each vendor that registered with the City for this RFQ.

3.3 Preparation of Statement of Qualifications

Each vendor shall submit eight (8) hard copies of the vendor's SOQ. The original copy of the SOQ shall be labeled "original" and the seven (7) copies shall be labeled "copy". In addition, each vendor shall submit one electronic version of the SOQ in a PDF format on a compact disc (CD) or digital video disc (DVD). Additional copies of the SOQ may be requested by the City at its discretion.

All blank spaces in the City's SOQ forms must be filled in, in ink or typed, as appropriate. All required signatures must be manual and in ink. All corrections made by the vendor to any part of the SOQ must be initialed in ink.

Only one (1) SOQ from an individual, firm, partnership, or corporation, under the same or different names will be considered.

SOQs by corporations must be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

SOQs by partnerships must be executed in the partnership name and signed by a partner or the partner's authorized representative. The title of the partner/representative must appear under his/her signature and the official address of the partnership must be shown below the signature.

Each vendor shall comply with the specifications and requirements contained in this RFQ. The City may reject any SOQ that fails to comply with these requirements. SOQs taking exception to the specifications may be rejected as non-responsive.

3.4 SOQ Format

The SOQ shall be typewritten with a font size of at least eleven (11), on 8½" x 11" white paper. Pages shall be secured by staple, cerlox binding or similar closure. SOQs shall be organized in chapters, as shown in Table 3.4, below. Chapters shall be separated by a tab indicating the chapter number.

All pages shall be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

Responses must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the vendor's SOQ, a response such as "no response required" or "not applicable" shall be provided.

Table 3.4 - SOQ Format

Chapter 1	Letter of Interest
Chapter 2	Vendor's Statement of Organization
Chapter 3	Staffing
Chapter 4	Experience
Chapter 5	Available Resources
Chapter 6	Financial Stability
Chapter 7	Financial Statement
Chapter 8	Implementation and Transition Plan
Chapter 9	Customer Service Procedures
Chapter 10	Litigation History
Chapter 11	Bonding Company Commitment
Chapter 12	Insurance Requirement
Chapter 13	Criminal Convictions/Environmental Violations
Chapter 14	Proposer's Non-Collusion Certification
Chapter 15	Independence Affidavit
Chapter 16	Drug-free Workplace Certification
Chapter 17	Addenda
Chapter 18	Certification to Accuracy of SOQ

3.5 SOQ Description and Minimum Qualifications

The following paragraphs describe the information that must be provided in each SOQ. The following paragraphs describe and establish the minimum qualifications for any vendor that wishes to provide solid waste collection services for the City. The City may disqualify a vendor if the City concludes the information provided in the vendor's SOQ is insufficient to demonstrate the vendor's capabilities and ensure the vendor's successful performance for the City.

Chapter 1 - Letter of Interest

The vendor's letter of interest shall be signed by an officer of the vendor's company or partnership. The letter of interest shall, at a minimum, state that the vendor is willing and qualified to provide collection services to the City, in compliance with the RFQ requirements.

Chapter 2 - Vendor's Statement of Organization

Each vendor must provide basic information concerning the vendor's organizational structure by completing Form 1, which is provided in Section 4 of this RFQ. Vendors may supply additional information that will assist the City in understanding the vendor's organization.

Chapter 3 - Staffing

Each vendor shall provide an organizational chart identifying the management positions that would be used by the vendor to provide solid waste collection services for the City of Hialeah. Each vendor must provide all of the information requested in Form 2, which is provided in Section 4 of this RFQ. At a minimum, each vendor must agree to provide a District Manager, a Maintenance Director, and a Supervisor that will be accessible to the City at all times, if the City elects to issue an RFP and execute an exclusive franchise agreement with the vendor.

Chapter 4 - Experience

Each vendor must demonstrate significant staff expertise in effectively managing a contract or franchise agreement with a local government for the collection of solid waste generated by residential customers. To be deemed qualified by the City, a vendor must demonstrate that it has at least three (3) years of successful experience collecting garbage and bulky waste from forty thousand (40,000) or more residential dwelling units pursuant to a franchise agreement with one city or county. In addition, the vendor must have at least three (3) years of successful experience collecting garbage and bulky waste in at least four (4) other communities where the vendor collected such materials from twenty thousand (20,000) or more residential dwelling units pursuant to franchise agreements. At least two (2) of the five (5) projects must have involved the use of automated or semi-automated equipment to collect residential garbage in garbage carts.

Each vendor shall list their experience using Form 3, which is provided in Section 4 of this RFQ. Each vendor shall list their most recently awarded comparable jobs in Florida but a vendor does not need to list more than a total of ten (10) comparable projects. A vendor may list comparable projects located outside of Florida if the vendor cannot satisfy the minimum requirements (above) by listing only Florida projects. For each community listed by the vendor, the vendor shall provide the community's name, a description of the work conducted by the vendor, the number of residential customers served by the vendor, the dates when the vendor provided its services, and the contact information (phone number and e-mail, if available) for the vendor's primary contact person in the community. The

City intends to contact each community identified by the vendor and may contact other communities, whether listed on Form 3 or not.

Chapter 5 - Available Resources

Each vendor must demonstrate that it has the equipment and personnel available to provide the services requested by the City. In the alternative, the vendor must demonstrate that it has the financial capability to obtain such equipment and resources for the benefit of the City.

As noted above, the City anticipates that the Successful Proposer/Contractor may be required to purchase the City's collection vehicles, lease space at the City's equipment yard, and purchase garbage carts for the City. Accordingly, each vendor shall provide a certified statement of financial capability from a financial institution demonstrating the vendor's ability to obtain the funds necessary to acquire the required equipment and otherwise perform the work described in this RFQ. The vendor's statement shall confirm that the vendor has the ability to borrow at least Five Million Dollars (\$5,000,000) or has an equal amount in available cash reserves.

The City may disqualify a vendor if the City concludes the vendor has not provided a satisfactory statement of financial capability.

Chapter 6 - Financial Stability

Each vendor shall demonstrate its financial stability. Specifically, each vendor shall identify any pending or threatened bankruptcy proceedings, and any bankruptcy proceedings that it participated in after August 1, 2009.

Chapter 7 - Financial Statement

Each vendor shall provide the City with a copy of their latest audited financial statement. If the vendor does not have an audited financial statement, the vendor may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. Publicly traded corporations may provide pertinent copies of, or an electronic link to, the corporation's most recent annual financial report, annual audit, or similar filings with the U.S. Securities and Exchange Commission. In all cases, the vendor must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the vendor has the financial resources necessary to provide the solid waste collection services contemplated by the City.

Chapter 8 - Implementation and Transition Plan

Each vendor shall provide a brief transition plan that describes how the vendor would take over the City's solid waste collection services, as described in this RFQ. In particular, the vendor should describe the key milestones and the general timing of the milestones that the vendor believes are important to a smooth transition. If the vendor has prior experience transitioning from a municipal collection service to a private collection service, the vendor should describe the prior experience and identify any key lessons that were learned from its experience. With regard to such cases,

the vendor also should identify whether, and the extent to which, the vendor hired former municipal personnel and purchased municipal vehicles. Each vendor also should summarize its experience in providing solid waste collection services when a local government transitioned from another third party service provider to the vendor. *(It is not a requirement for qualification that a vendor has been a part of transition from municipal services to private services under a franchise agreement.)*

Chapter 9 - Customer Service Procedures

Each vendor shall describe how customer service issues, including complaints, are handled in its organization. (This information is for informational purposes only and will not be used to disqualify any vendor.)

Chapter 10 - Litigation History

Each vendor shall identify each case within the last five years (i.e., on or after August 1, 2009) where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the vendor, if such proceeding arises from or is related to a dispute concerning the vendor's rights, remedies or duties under a contract with a local government for the collection of solid waste; (b) a county, municipality or other governmental entity terminated a written contract with the vendor concerning the collection of solid waste; or (c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the vendor's payments under a contract with a governmental entity for the collection of solid waste and such fines exceeded ten thousand dollars (\$10,000) in one month. For each case identified, the vendor must describe the basic facts concerning the case, including the names of the parties, and the current status of the case.

Chapter 11 - Bonding Company Commitment

Vendors shall provide a letter of commitment from a State of Florida licensed bonding company to provide a performance bond for solid waste collection services. The letter of commitment must demonstrate that the vendor has the ability to obtain a performance bond in the amount of Two Million Dollars (\$2,000,000). The commitment shall be issued by a bonding company that: (a) is authorized to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years.

Chapter 12 - Insurance Requirement

Each vendor must provide proof of its ability to obtain insurance complying with the following requirements:

Commercial General Liability	\$1,000,000/\$2,000,000
Contractual Liability	\$1,000,000/\$2,000,000

Commercial Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$1,000,000/\$2,000,000
Worker's Compensation	Statutory Amount
Employer's Liability	\$1,000,000
Umbrella Coverage	\$5,000,000/\$5,000,000

Each vendor shall provide an "Information Only Accord Certificate" demonstrating the vendor's ability to obtain the required level of insurance. The certificate shall be issued by a company authorized to do business under the laws of the State of Florida, with minimum ratings from A.M. Best Company of "A" or better as to management and FSC "X" or better.

Chapter 13 - Criminal Convictions/ Environmental Violations

Each vendor must provide a summary of each criminal conviction of the vendor, its owners, and its officers concerning the collection or management of solid waste since August 1, 2004. Each vendor also must provide a summary of any cases initiated against the vendor by environmental agencies since August 1, 2009 concerning the vendor's solid waste collection practices. The City may disqualify a vendor on the basis of: (a) past criminal convictions if those convictions relate to dishonesty, antitrust violations, or unfair competition; or (b) past environmental violations if those violations demonstrate a recurring or significant disregard for environmental laws. Each vendor must complete Form 4, which is included in Section 4 of this RFQ.

Chapter 14 - Vendor's Non-Collusion Certification

Each vendor submitting a SOQ must complete and execute the Non-Collusion Affidavit of Proposer (Form 5), which is included in Section 4 of these RFQ documents.

Chapter 15 - Independence Affidavit

Each vendor shall list and describe any professional or financial relationships that it has or had with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units during the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this RFQ.

Chapter 16 - Drug-Free Workplace Certification

Each vendor shall certify that it has implemented a drug-free workplace program. A signed certification of compliance (Form 6 provided in Section 4 of this RFQ) must be submitted with the SOQ.

Chapter 17 - Addenda

Each vendor shall complete and sign the Acknowledgement of Addenda Form (Form 7 included in Section 4 of this RFQ) and shall include the form in the SOQ. In the event any vendor fails to acknowledge receipt of such addenda, its SOQ shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of its SOQ shall constitute vendor's acknowledgment and receipt of all addenda.

Chapter 18 - Certification to Accuracy of SOQ

Each vendor shall certify and attest, by executing Form 8 of Section 4 of this RFQ, that all forms, affidavits, and documents related hereto that the vendor has enclosed in the SOQ are true and accurate. Failure by the vendor to attest to the truth and accuracy of such forms, affidavits and documents shall result in the SOQ being deemed non-responsive.

3.6 RFQ Dates – Solicitation Timetable

The RFQ activities will take place at the dates and times listed below. However these times and dates are subject to change at the discretion of the City. Any change to the schedule will be identified in an addendum to this RFP.

RFQ issuance	August 5, 2014
Deadline for submittal of written questions, comments, and objections	August 22, 2014 at 2:00 PM
Deadline for submittal of SOQ	September 5, 2014 at 11:00 AM
Selection Committee meetings	September 2014
Selection of Qualified Vendors	October 2014

3.7 Selection of Qualified Vendors

After the City receives SOQs from interested vendors, the City shall review each SOQ to determine whether each vendor is qualified, responsive, and responsible. Pursuant to Section 2-811 of the City's Code, a responsible Bidder "means a person who has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Under the City Code, a responsive Bidder "means a person who has submitted a bid or proposal that conforms in all material respects to the invitation to bid. . . ."

The City will appoint a Selection Committee of three (3) or more people to evaluate the SOQs. The City reserves its right to take all steps it deems necessary to evaluate a Bidder's qualifications. Among other

things, the City may: make additional inquiries of the Bidder and any other Person; request additional information; obtain credit reports; and/or contact other local governments that have entered into contracts with the Bidder. A Bidder that does not provide the information requested by the City may be disqualified from this Solicitation.

If a Bidder is deemed unqualified (i.e., not responsible) or not responsive, the Bidder will not be allowed to submit a proposal in response to the City's RFP for solid waste collection services. If the City concludes a Bidder is qualified, responsible, and responsive, the Bidder will be allowed to submit a proposal in response to the City's RFP, if the Bidder elects to do so. The City reserves its exclusive right to determine whether a Bidder is qualified, responsive, and responsible.

Section 4- FORMS

4.1 Introduction

Vendors are required to complete and submit the eight (8) forms included in this section of the RFQ. A vendor may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

FORM 1

VENDOR'S STATEMENT OF ORGANIZATION

1. Full Name of Business (Vendor):

2. Vendor's Principal Business Address:

3. Name, phone number, and e-mail address of Vendor's contact person:

4. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

5. Provide names of partners (if any) and officers.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. If a corporation, identify the state where the vendor was incorporated and the date of incorporation: _____

7. If a Joint Venture or Partnership, identify the date of the agreement: _____

8. Provide the Vendor's Federal Employer Identification Number: _____

FORM 2

STAFFING

Attach an organizational chart for professional or management level staff positions that would be used by the vendor in order to provide solid waste collection services for the City. Also attach a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position. At a minimum, vendors must agree to provide a District Manager, Maintenance Director and a Supervisor who would be accessible to the City at all times. With regard to the individuals identified by the vendor, please indicate whether any such individuals will be used to service any contract or franchise agreement for other cities or communities. For each member of the professional or management staff that would be responsible for providing services to the City of Hialeah, provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information, however, additional information also may be provided by the vendor.

A. Name & Title

B. Assignment on City's Project

C. Name of Employer

D. Years Experience with:

 This Company

 Other Similar Companies

E. Education:

 Degree(s)

 Year/Specialization

F. Summary of Professional Training and Experience

G. Other Relevant Experience and Qualifications

FORM 3
EXPERIENCE

The vendor shall provide a list of at least five (5) comparable jobs, but the vendor does not need to provide more than ten (10) comparable jobs. The list must address and satisfy the requirements in Section 3.5 of this RFQ.

1. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

2. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

3. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

4. Name of City or County: _____
- Address: _____
- _____
- Principal Contact Person: _____
- Phone number for Contact: _____
- E-mail address (if available): _____
- Year Contract Initiated: _____
- Number of Residential Units Served - Garbage: _____
- Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____
- Number of Residential Units Served - Bulky Waste: _____
- Number of Residential Units Served - Recyclable Materials: _____
- Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

5. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

6. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

7. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

8. Name of City or County _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served - Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

9. Name of City or County: _____

Address: _____

Principal Contact Person: _____

Phone number for Contact: _____

E-mail address (if available): _____

Year Contract Initiated: _____

Number of Residential Units Served - Garbage: _____

Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____

Number of Residential Units Served - Bulky Waste: _____

Number of Residential Units Served – Recyclable Materials: _____

Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 3
EXPERIENCE
(CONTINUED)

10. Name of City or County: _____
- Address: _____
- _____
- Principal Contact Person: _____
- Phone number for Contact: _____
- E-mail address (if available): _____
- Year Contract Initiated: _____
- Number of Residential Units Served - Garbage: _____
- Method of Garbage Collection (i.e., manual collection with cans or automated/semi-automated collection with carts): _____
- Number of Residential Units Served - Bulky Waste: _____
- Number of Residential Units Served – Recyclable Materials: _____
- Method of Collection for Recyclable Materials (i.e., manual collection with bins or automated/semi-automated collection with carts): _____

FORM 4

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Hialeah, Florida, by _____

(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 2014.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

(Type of identification)

(Printed typed or stamped
commissioned name of notary public)

FORM 5
NONCOLLUSION AFFIDAVIT

State of _____

County of _____)

[Print name of affiant]

being first duly sworn, deposes and says that:

- (1) He is _____ [title] of _____
[name of vendor], the vendor that has submitted the attached statement of qualifications (SOQ):
- (2) He is fully informed respecting the preparation and contents of the attached SOQ and of all pertinent circumstances respecting such SOQ:
- (3) Such SOQ is genuine and is not a collusive or sham SOQ;
- (4) Neither the vendor nor any of its officers, partner, own agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other vendor, firm or person to submit a collusive or sham SOQ in connection with the RFQ for which the attached SOQ has been submitted or to refrain from submitting a SOQ in connection with such RFQ, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other vendor, firm or person, to secure through any unlawful agreement or any advantage against the **City of Hialeah** or any person interested in the proposed RFQ.

(Name)

Subscribed and sworn to before me

(Title)

This _____ day of _____, 2014

Title _____

(Title)

My commission expires _____

FORM 6

DRUG-FREE WORKPLACE

The undersigned vendor (firm) hereby certifies that

_____ does:
(Name of Company)

1. - Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee that would be engaged in providing the services that are described in the RFQ, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Proposer's Agent

Print Name of Proposer's Agent

Date _____

FORM 7

ACKNOWLEDGEMENT OF ADDENDA

The vendor, _____ [print vendor's name], hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFQ. The vendor acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF VENDOR'S AGENT	TITLE OF VENDOR'S AGENT	SIGNATURE OF VENDOR'S AGENT

FORM 8

CERTIFICATION TO ACCURACY OF SOQ

Vendor, by executing this form, hereby certifies and attests that all forms, affidavits and documents submitted to the City in support of vendor's statement of qualifications (SOQ) are true and accurate. Failure by the vendor to attest to the truth and accuracy of such forms, affidavits and documents shall result in the SOQ being deemed non-responsive and such SOQ will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ [insert title of vendor's agent] of _____ [insert name of vendor], the vendor, which is submitting the attached SOQ;
2. He/She is fully informed respecting the preparation and contents of the attached SOQ and of all forms, affidavits and documents submitted in support of such SOQ;
3. All forms, affidavits and documents submitted in support of this SOQ are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted;

and

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 8

(CONTINUED)

5. No information that is included in such forms, affidavits or documents is false or misleading.

Signature of Vendor's Agent

Print Name of Vendor's Agent

Title of Vendor's Agent

Date _____

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF _____)
COUNTY OF _____) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ [insert name of vendor's agent] as _____ [insert title of vendor's agent], of _____ [insert name of vendor], an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: